

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BRIAN ECHARD, *on behalf of himself*
and all others similarly situated,

Plaintiff,

v.

WELLS FARGO BANK, N.A., and
WELLS FARGO & CO.

Defendants.

No. 2:21-cv-00112

WAIVER OF SERVICE OF
SUMMONSES

TO: Knoll Lowney, Alyssa Englebrecht, and Meredith Crafton
SMITH & LOWNEY, PLLC
2317 East John Street
Seattle, Washington 98112
Phone: 206-860-2883
Fax: 206-860-4187
knoll@smithandlowney.com
alyssa@smithandlowney.com
meredith@smithandlowney.com,

I acknowledge receipt of your request for waiver of service of a summonses on behalf of Wells Fargo Bank, N.A. and Wells Fargo & Co. in this action of *Brian Echard v. Wells Fargo Bank, N.A. et. al*, which is case number 2:21-cv-00112 in the United States District Court for the Western District of Washington. I have also received a copy of the complaint in the action, two

WAIVER OF SERVICE - 1
No. 2:21-cv-00112

SMITH & LOWNEY, P.L.L.C.
2317 EAST JOHN STREET
SEATTLE, WASHINGTON 98112
(206) 860-2883

copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

Wells Fargo Bank, N.A. and Wells Fargo & Co. agree to save the expense of serving a summons and complaint in this case by not requiring service with judicial process in the manner provided by Rule 4.

Wells Fargo Bank, N.A. and Wells Fargo & Co. will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for the objections based on a defect in the summons or in the service of the summons.

Wells Fargo Bank, N.A. and Wells Fargo & Co. also understand that they must file and serve an answer or motion under Rule 12 within 60 days of February 11, 2021, the date on which this request was sent. Failure to do so may result in a default judgment against Wells Fargo Bank, N.A. and Wells Fargo & Co.

2/11/21
DATE


SIGNATURE

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver. It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought. A defendant who waives service must within the time specified on the waiver form serve on the plaintiff's attorney for the unrepresented plaintiff a response to the complaint and must also file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against the defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.